

SERIAL 05087 ROQ PSYCHIATRIC SERVICES PROVIDERS – CHS (NIGP 94876)

DATE OF LAST REVISION: October 02, 2006 CONTRACT END DATE: August 31, 2008

CONTRACT PERIOD THROUGH AUGUST 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PSYCHIATRIC SERVICES PROVIDERS – CHS (NIGP 94876)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 24, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/**ks**
Attach

Copy to: Clerk of the Board
Dennis Flynn, Correctional Health Services
Kathy Sicard, Materials Management

(Please remove Serial 00199-ROQ from your contract notebooks)

INVITATION FOR APPLICATION/ROQ FOR **PSYCHIATRIC SERVICES PROVIDERS – CHS (NIGP 94876)**

1.0 **INTENT:**

It is the intent of Maricopa County to identify the most qualified applicants, for contract award of psychiatric service providers. Psychiatrists, Nurse Practitioners, Physician Assistants, and Medical Residents in Psychiatry shall perform the duties listed below for Correctional Health Services (CHS). These services will be provided at Maricopa County Correctional Health Services' facilities (See **Exhibit 2**). Contractors will be required to provide services at all CHS facilities unless restricted due to personal qualifications or medical specialty. Maricopa County reserves the right to make multiple contract awards, as required. Maricopa County reserves the right to make subsequent awards to this contract, as requirements demand.

2.0 **SCOPE OF WORK:**

2.1 BACKGROUND

- 2.1.1 Maricopa County, through Correctional Health Services, provides various health care services to inmates and detainees housed in County jail and detention facilities.
- 2.1.2 Correctional Health Services contracts with various health care professionals to provide patient care and other professional services including mental and behavioral health services, to inmates and detainees in County jail and detention facilities.
- 2.1.3 Contractor is an individual or organization who is, has, employs, or contracts with duly qualified, licensed and/or certified to provide professional health care services, medical services, dental services, and/or psychiatric/psychological services in Arizona, or who has agents, employees, contractors or subcontractors who are so qualified, licensed or certified.
- 2.1.4 By this Contract, the County retains Contractor to provide services in, to and through Correctional Health Services' program(s).

2.2 CONTRACTOR QUALIFICATIONS

- 2.2.1 Psychiatrists submitting Letters of Interest in response to this ROQ shall have current licensure in the State of Arizona and *be eligible for board certification* per requirements as outlined by the American Board of Psychiatry and Neurology. The ideal candidate will have current board certification. Possession of a current Controlled Substance Registration (DEA) is required.
- 2.2.2 Nurse Practitioners submitting Letters of Interest in response to this ROQ shall have current licensure in the State of Arizona as a Nurse Practitioner and possess or have applied for a Controlled Substance Registration (DEA). Experience in, or a desire to work in, the area of psychiatry is essential. The ideal applicant will also have experience in and be willing to assist in the area of general medicine as necessary.
- 2.2.3 Physician Assistants submitting Letters of Interest in response to this ROQ shall have a current licensure in the State of Arizona; possess or have applied for a Controlled Substance Registration (DEA); and have experience in, or a desire to work in, the area of psychiatry. The ideal candidate will also have experience in and would be willing to assist in the area of general medicine as necessary.
- 2.2.4 Medical Residents submitting Letters of Interest in response to this ROQ shall have a current licensure in the State of Arizona; possess or have applied for a Controlled Substance Registration (DEA); and be participating in an accredited psychiatric residency program.
- 2.2.5 Exceptions, (*if any*), to the qualifications shall be submitted, in writing, as an integral part of the applicant's response to this solicitation.

2.3 DUTIES:

As a provider of psychiatric services/mental health services, Contractor will:

- 2.3.1 Interview new admissions to psychiatric units, as required, reaching a diagnosis. Assist treatment team to develop goals and objectives for Special Needs Treatment Plans (SNTP).
 - 2.3.1.1 New admission interview and diagnostic information will be recorded in the patient's medical chart within thirty-six (36) hours of interview. Ninety-five (95) percent of the required documentation will be completed within the specified timeframe. Compliance with this paragraph will be measured by an annual audit of twenty (20) randomly selected medical records by CHS' Mental Health Services Director, designee, or System currently in place at time of review.
 - 2.3.1.2 All services provided will be documented in medical records within twenty-four (24) hours of providing the service.
 - 2.3.1.3 Document psychiatric evaluations to record how the diagnosis was determined. Contractor will be responsible for documentation in accordance with Quality Improvement and Department policies. Documentation will be legible, timely and in a clinically appropriate manner. Documentation will include appropriate notes, SNTPs or chronic condition forms as needed and to keep charts within the standards of CHS. Compliance with this paragraph will be measured by an annual audit of twenty (20) randomly selected medical records by CHS' Mental Health Services Director, designee, or System currently in place at time of review.
- 2.3.2 Provide psychiatric evaluation, consultation and treatment of patients as medically and psychiatrically indicated. Evaluation, consultation and treatment will be conducted in CHS facilities as directed by CHS' Mental Health Services Director or designated representative.
- 2.3.3 Participate in the development of patient services' data.
- 2.3.4 Document patient encounters according to CHS procedures. CHS' Mental Health Services Director, or designee, will evaluate encounter forms on a routine basis. Compliance with encounter form procedures will be part of the provider review process.
- 2.3.5 Re-evaluate patients under care to determine progress, or lack of progress, and to refine a diagnosis and/or treatment. Re-evaluation will be documented in the patient's medical record within twenty-four (24) hours of evaluation. Compliance with this paragraph will be measured by an annual audit of twenty (20) randomly selected medical records by CHS' Mental Health Services Director, designee, or System currently in place at time of review.
- 2.3.6 Provider shall meet and participate in CHS' quality assurance standards, established protocols and legal mandates.
- 2.3.7 Provider shall prescribe medication in accordance with CHS Clinical Policy J-D-01.
- 2.3.8 The Medical Director, Mental Health Services Director, or Designee will develop and maintain management structure and performance expectations of Contractors that are consistent with the CHS goals and clinical needs of the patient(s). The management structure and performance expectations will be published and a copy provided to each Contractor. Contractor is responsible for functioning within the established management structure and will meet or exceed performance expectations.
- 2.3.9 Contractor will be an active partner in developing, implementing, monitoring and evaluating departmental goals to improve patient care and to measure performance. Compliance with this paragraph will be measured by the Mental Health Services Director through professional observation and Performance Evaluation Reviews.

- 2.3.10 Contractor will meet with peers and staff as requested and scheduled by the Mental Health Services Director, CHS' Medical Services Director or Department Director; attend special meetings to identify and resolve issues specific to delivery of quality psychiatric care, as requested by the Mental Health Services Director, CHS' Medical Services Director or Department Director.
- 2.3.11 Provide evaluation and training to CHS and MCSO staff as required by the Mental Health Services Director or designee.
- 2.3.12 Evaluate patients and prepare reports as ordered by the Courts, within the required timeframe, as assigned by the Mental Health Services Director. Provide testimony to the Court as required by subpoena. *If not Court ordered or subpoenaed communication with prosecution or defense personnel is prohibited.*
- 2.3.13 Review external grievances and medical record reviews prepared by legal liaison for hearings and/or litigation. Advise Department Director, Medical Services Director, Mental Health Services Director, CHS staff, , as needed, on acceptable community standards of care and practice guidelines for incarcerated individuals.
- 2.3.14 Actively participate in the development of psychiatric protocols and clinical practice guidelines to ensure medical services are provided in a cost-effective manner that is consistent with community standards and appropriate for the correctional setting. Measured by the Mental Health Services Director through professional observation, prescribing practices and annual audit of twenty (20) randomly selected treatment records.
- 2.3.15 Participate and/or conduct Grand Rounds with staff, medical providers, community providers, residents and medical students as assigned by the Mental Health Services Director.
- 2.3.16 Contractor *agrees to provide contracted services* at all CHS facilities *as scheduled* by the Mental Health Services Director. Contractor agrees to the regular schedules, on-call schedules and after-hour non-emergency schedules as published by the Mental Health Services Director. As used throughout this Contract, "on-call " means the Contractor is promptly available, through electronic communication devices, to provide health care needs for CHS patients; "After-hour Non-Emergency" means Contractor will physically come in to a CHS facility and perform services after regular scheduled clinic hours.
- 2.3.17 Contractor agrees *not to exceed* the number of hours of contracted services as scheduled by the Mental Health Services Director. Exceptions to the number of hours shall be approved by the Mental Health Services Director.
- 2.3.18 Contractor will maintain professional skills. Contractor will participate in conferences and such other activities and services as would appropriately fall within the professional aspects of a correctional health setting. This participation includes continuing education. Prior approval of CHS' Department Director will be required for any training which the Contractor attends for which the County compensates the Contractor for their time while attending the training.
- 2.3.19 Contractor will participate in designated Quality Improvement functions as required by the Department.
- 2.3.20 Contractor will document his/her activities, both clinical and administrative, using the "measurement tools", e.g. encounter forms, MFR's designed by the Contractors in coordination with CHS.
- 2.3.21 Contractor, Mental Health Services Director, Medical Services Director and Department Director will cooperate to produce and collect program data for productivity analysis as set forth in the National Commission on Correctional Health Care (NCCHC) accreditation standards and in accordance with CHS' goals, policies and performance standards.

- 2.3.22 Contractor is required to remain current in regards to professional licenses, Controlled Substance Registration (DEA) and Basic Life Saving (BLS).
- 2.3.22.1 Upon contract award and/or prior to professional services being provided, CHS' Mental Health Services Director, or designee, will generate inquiries to appropriate licensing body (ies). Inquiries will verify proper and current licensure/certification; past disciplinary action; or pending investigations. The Mental Health Services Director, or designee, will retain a copy of this verification in the Contractor's personnel file.
- 2.3.22.2 Upon contract award and/or prior to professional services being provided, Contractor will provide to the Mental Health Services Director or designee:
- 2.3.22.2.1 A copy of their current Arizona professional license. *It is the Contractor's responsibility to provide a copy of renewed licensure within 30 days of renewal.*
- 2.3.22.2.2 A copy of their Controlled Substance Registration Certificate (DEA Number). If the certificate is not available due to being renewed or due to relocation to Arizona, a copy of the application/receipt will be provided. *It is the Contractor's responsibility to provide a copy of the Certificate and subsequent renewal documents within 30 days of receipt.*
- 2.3.22.2.3 A copy of a current CPR/Basic Life Saving (BLS) Certificate or card. If not current, the Contractor will be required to complete certification within the timeline specified by the Department Director. *On-line training/certification is not acceptable.* Recertification is required every two (2) years. *It is the Contractor's responsibility to provide a copy of renewed certification within 30 days of renewal.*
- 2.3.22.2.4 Documentation of a current PPD with test results. If the Contractor has previously tested positive and is no longer required to test, documentation shall be provided. *Annual testing is required unless there is documentation of a positive test on file. It is the Contractor's responsibility to provide documentation of subsequent PPD results.*
- 2.3.22.2.5 Documentation of completion of the Hepatitis B series or a statement where the Contractor declines immunization/titer testing.
- 2.3.22.2.6 All Contractors will complete CHS' New Employee Orientation within thirty (30) days of initial hire.

2.3.22.3 Annual Requirements

All Contractors will be *required* to provide documentation of the following on an annual basis, e.g. within (1) year of completion of the previous test and/or training.

2.3.22.3.1 Annual PPD unless documentation available indicating that the employee has previously tested positive.

2.3.22.3.2 Annual OSHA/HAZMAT Training. Contractors, who do not work for CHS full-time, may provide proof of training from their primary employer.

2.3.22.4 It is the *Contractor's responsibility* to submit copies of their renewed licensure/certification, renewed Controlled Substance Registration Certificate and renewed Basic Life Saving Certificate. Correctional Health Services' representatives will monitor expiration dates for each Contractor and will remind each Contractor of upcoming expiration dates within thirty (30) days of expiration; however, this is done only as a service to the Contractor. *The Contractor is overall responsible for maintaining current licensure and certification requirements.* Failure on the part of the Contractor to provide required documentation by the end of their respective shift/business day of the end of the month of expiration will result in their being taken off of the work schedule. They will remain unpaid and without compensation until the required documentation is received by the Mental Health Services Director, or designee.

2.3.22.5 A copy of the letter provided Contractors of expiration dates of licensure/certification and other administrative requirements will be provided the Mental Health Services Director for information and follow-up.

2.3.22.6 Continued non-compliance could result in termination of Contract as stipulated within.

2.3.23 Contractor will ensure that NCCHC accreditation standards or standards of other accrediting agencies, relating to mental health issues, are met annually.

2.3.24 Both Contractor and CHS will comply with, and will cooperate with, each other to facilitate compliance with all applicable statutes, regulations and rules in connection with the performance of their obligations, including rules imposed by any accreditation body with authority over CHS and Contractor. CHS will provide Contractor with copies of all policies and procedures (including amendments) applicable to services provided by Contractor under this Contract. In the event that any applicable law, rule or regulation or accrediting authority standard becomes amended, invalidated or replaced, or by its terms causes either or both parties' conduct to be in violation of such law, rule, regulation or standard, both parties agree to use their best efforts to comply and if necessary to negotiate an amendment to this policy letter and/or referenced Contract to conform with the law, rule or regulation, consistent with the intent of this Contract.

2.3.25 Both Contractor and CHS will comply with, and will cooperate with each other to facilitate compliance with the Maricopa County Ethics Handbook. CHS will provide Contractor with a copy of the Ethics Handbook (based upon availability) or will ensure that the Contractor will have access to the Ethics Handbook.

2.3.26 In the event the Contractor disapproves of a policy, rule or regulation, Contractor shall advise Mental Health Services Director of the basis for its disapproval.

2.4 OUTCOMES AS PSYCHIATRIC SERVICES PROVIDER

In conjunction with the Contractor's duties, Contractor agrees to achieve the following outcomes:

- 2.4.1 Contractor documents all services rendered to patients in the medical charts within twenty-four (24) hours of providing the service.
- 2.4.2 All new admissions to psychiatric units are interviewed and a diagnosis recorded in the medical chart within thirty-six (36) hours of admission and within seventy-two (72) hours over a weekend or holiday.
- 2.4.3 Regular patient re-evaluation (no less than once every three- (3) months). Re-evaluations are documented in medical charts within twenty-four (24) hours.
- 2.4.4 Patient encounters and other statistical workload indicators are completed by psychiatric staff on a timely basis.
- 2.4.5 Reports to the Court are submitted within requested dates.
- 2.4.6 Contractor statements of service shall correspond with CHS' provider schedule and are within billable hour limits.
- 2.4.7 Written practice guidelines exist for psychiatric practitioners.
- 2.4.8 NCCHC accreditation standards relating to psychiatric issues are met annually.
- 2.4.9 Fully participate and assist in the development of performance indicators and measures associated with the Department's strategic initiatives and goals.
- 2.4.10 The Mental Health Services Director will report Contractor's compliance with attendance at regularly scheduled meetings, Grand Rounds or other assigned events.

2.5 SUPERVISION

For purposes of professional services, Contractor will be under the general supervision of the Mental Health Services Director. General administrative oversight is the responsibility of the Mental Health Services Director and/or Medical Services Director and Director, CHS.

2.6 SCHEDULE

- 2.6.1 Contractor and Contractor's providers shall devote the number of contract hours, or a portion thereof, as assigned in writing by the Mental Health Services Director, to the performance of the duties described in this Contract. Contract hours will be scheduled to assure coverage and, as a result, may not be limited to normal business hours. Accountability for specific contract hours is the responsibility of the Mental Health Service Director.
- 2.6.2 Contractor will be restricted to the number of scheduled hours unless an exception is granted, in writing, by the Mental Health Services Director. This will pertain to less and/or more hours than agreed upon during the hiring process.
- 2.6.3 All requests for scheduled time off shall be put in writing, at least thirty (30) days prior to leave, to the Mental Health Services Director. Approval will be based on staffing needs.
- 2.6.4 The Mental Health Services Director will provide a staffing schedule to include location and times for which coverage is required. The schedule will be updated and distributed monthly to each Contractor.
- 2.6.5 Call-Coverage and After-Hour Non-Emergency Coverage will be as directed by the Mental Health Services Director.

- 2.6.6 The Mental Health Services Director will resolve schedule disputes. CHS' Department Director will have final resolution authority in event the Mental Health Services Director is unable to resolve the dispute.

2.7 ATTENDANCE/AVAILABILITY

2.7.1 Definitions

- 2.7.1.1 Scheduled Time Off: An absence from work for any length of time that is requested in advance and approved by the Mental Health Services Director. Scheduled time off will not count against the Contractor's attendance/availability.
- 2.7.1.2 Unscheduled Partial Absence: Leaving work early or being absent for part of the day. This absence will count against the Contractor's attendance/availability unless it meets one of the exceptions (see below).
- 2.7.1.3 Unscheduled Tardiness: Arriving at work after the Contractor's scheduled start time. There is no grace period. This absence will count against the Contractor's attendance/availability unless it meets one of the exceptions (see below).

The Contractor will be required to notify the CHS facility and Mental Health Services Director two (2) hours prior to the scheduled start time if unable to work. Failure to do so, within the two- (2) hour timeframe, will result in an unscheduled absence or tardiness.

- 2.7.1.4 No Call/No Show: An unscheduled absence or tardiness where the Contractor does not call in according to Department policy. This absence/tardiness will count against a Contractor's attendance record and may be unpaid per Mental Health Services Director's discretion.
- 2.7.1.5 Patterns of Absenteeism: Situations where the Mental Health Services Director notices patterns or trends in the times and days that the Contractor shows up late or calls in sick could result in a pattern of absenteeism being established. Examples that could be considered patterns of absenteeism are: calling in sick or late on particular day(s) of the week; the day before or after a scheduled day off; the day before or after a holiday; or calling in sick when a vacation day has previously been denied. A pattern is identified on the third (3rd) occurrence.

2.7.2 Exceptions

The following lost time occurrences will not be counted adversely against a Contractor's attendance/availability. The Mental Health Services Director has the discretion to require documentation for any of these occurrences.

- 2.7.2.1 Scheduled absences.
- 2.7.2.2 Absences related to an approved FMLA qualifying event which may include: caring for a newborn or newly adopted child; caring for a family member with a serious health condition; contractor's own serious health condition.
- 2.7.2.3 Contractor has written release from his/her physician or other licensed care provider stating that the Contractor is under his/her care and is now cleared for work. Only one (1) note is needed for an illness involving consecutive days.
- 2.7.2.4 Military leave.
- 2.7.2.5 Bereavement leave: death of an immediate family member or grandparent.
- 2.7.2.6 Written notices for jury duty.

2.7.2.7 Any other legitimate, documented absence approved by the Mental Health Services Director Mental Health Services Director.

2.7.3 Disciplinary Action

2.7.3.1 As a general guideline, Providers who have two (2) unexcused absences or four (4) tardy or partial absences in one (1) month will receive an informal counseling from the Mental Health Services Director. Providers who have four (4) unexcused absences or eight (8) tardy or partial absences in one (1) month will receive a written counseling from the Mental Health Services Director.

2.7.3.2 A pattern of absenteeism will be established after the written counseling.

2.7.3.3 Establishment of a pattern of absenteeism or unavailability on the part of the Contractor could result in termination as outlined in the **CONTRACT TERMS AND CONDITIONS** section.

2.8 LICENSURE/CERTIFICATION REQUIREMENTS

2.8.1 All applicable provisions of law and other rules and regulations of any and all governmental, including the State of Arizona, accrediting and regulatory authorities relating to the licensure and regulation of Psychiatrists, Nurse Practitioners, Physician Assistants or Medical Residents shall be complied with by the Contractor.

2.8.2 Applicant is responsible for providing the appropriate/relevant copies of current professional licenses, certificates, etc., with the ROQ response.

2.9 SECURITY CLEARANCE

The Contractor shall receive security clearance from the Sheriff's Office prior to providing services in the detention facilities. CHS will coordinate this effort.

2.10 COMPENSATION

Subject to availability and authorization of funds for the explicit purpose set forth below, Maricopa County will pay the Contractor for services rendered under this Contract as indicated in the following subsections.

2.10.1 Hourly Rate

Contractor will indicate salary requirements for services on an "hourly rate", specified on Attachment A. Rate shall be based on a full-time position. Contractor will not be compensated for personal, sick, family medical, and vacation leave time and / or holidays. Leave time for Continuing Medical Education units is negotiable and may be compensated depending on the relevance to the position. **CHS reserves the right to negotiate hourly rate(s) with individual applicants, based upon experience and credentials.**

2.10.2 Provider Schedule and Billable Hours

Actual billable hours may not exceed the approved Provider Schedule without prior written approval of CHS' Mental Health Services Director. All services will be bi-weekly to coincide with the approved Provider Schedule. A timesheet shall be completed reflecting the hours worked and signed by the Contractor and the Mental Health Services Director or designee.

2.10.3 Performance, Activity and Service (PAS) Reporting

Contractors will be required, when submitting time sheets for payment of services, to differentiate the amount of time spent on each assignment per activity code. Information acquired will be used for budgetary reasons. *Contractor participation is a requirement of this Solicitation.*

2.10.4 Method of Payment

2.10.4.1 Maricopa County Finance Department will, within ten (10) working days from receipt of the statement or invoice, issue a warrant for payment up to the maximum total allowable for the previous period of service provision or work performance, up to the maximum number of units of service actually performed. Should there be a disallowance in the claim; the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for the disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes Clause of the General Provisions of this Contract.

2.10.4.2 The Contractor understands and agrees that the County will not honor any claim for payment submitted more than 30 days after date of service. All claims shall be submitted within 30 days of County's fiscal year-end (June 30th) to assure payment for services provided during that fiscal year.

2.10.4.3 CHS will issue a Quarterly Contract Status Report to Contractor that will include Contractor hours and dollars expended.

2.10.5 Taxes and Benefits

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, worker's compensation and other mandatory governmental deductions or obligations, if any, and any pension or retirement program and in connection therewith Contractor shall indemnify and hold the County harmless for any and all liability which County may incur because of Contractor's failure to pay such taxes or obligations, as well as for the County's liability for any such taxes or obligations.

2.10.6 Department Recoupment Rights

In addition to any other remedies set forth in this Contract, Department has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, where such monies should not have been provided to Contractor under the terms of this Contract or where Department is obligated to recoup under state or federal laws.

2.11 SPACE, EQUIPMENT AND SUPPORT STAFF

2.11.1 CHS shall provide the Contractor with furnished space and equipment and non-physician personnel as is reasonably necessary for the proper administrative and clinical operation.

2.11.2 Such space and equipment and non-physician personnel shall, subject to budgetary restrictions, meet the requirements set forth by the National Commission on Correctional Health Care (NCCHC).

2.11.3 CHS shall keep and maintain all equipment provided to the Contractor in good order and repair, at no expense to the Contractor.

2.12 WHAT TO SUBMIT IN THE ROQ RESPONSE - MANDATORY

2.12.1 Interested professionals shall submit the following in order to be considered for award of a contract:

2.12.1.1 CV or Resume that includes a work history that identifies both dates and responsibilities, with special interest on those entries relevant to this solicitation.

2.12.1.2 Copies of certifications/diplomas/residencies/board certifications, etc., which are relevant to this solicitation

2.12.1.3 Letter of Interest

2.12.1.4 Attachment A

2.12.1.5 Attachment B

2.12.1.6 Attachment C

APPLICATIONS WHICH ARE NOT “COMPLETE” MAY BE DEEMED NONRESPONSIVE AND THEREFORE NO ELEGIBLE FOR CONTRACT AWARD.

ADDITIONALLY ALL APPLICANTS ARE REQUIRED TO BE REGISTERED AS A VENDOR WITH THE COUNTY, SEE EXHIBIT 1.

2.12.2 Applicants shall submit their response in accordance with the Information found on the cover page of this solicitation. *This is for the initial solicitation effort.*

2.12.3 Interested professionals who shall submit their application for consideration, *AFTER the initial solicitation effort has “closed”, will provide all items listed in Section 2.12 to the following address:*

Correctional Health Services
% Contracts Specialist
3250 W. Lower Buckeye Road.
Phoenix, AZ 85009

A “registry” of interested parties will be maintained by Correctional Health Services. Should additional requirements be identified, those applicants listed on the “registry” will be notified, in the order of receipt of application.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County’s intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments shall be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials shall be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this ROQ will be based on, but not limited to, the following:

3.4.1 Qualifications, inclusive of “proof” copies of relevant licenses, certificates.

3.4.2 Experience

3.4.3 Determination of responsibility

-Correctional Health Services reserves the right to conduct interviews with applicants, as part of the evaluation process, at their discretion.

3.5 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

3.6 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.7.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8 **PROFESSIONAL LIABILITY**

Contractor, Contractor's employees and Subcontractors, if any, who are duly selected for the Correctional Health Services psychiatric staff and who provide health care, medical or professional services pursuant to the terms of this Contract, shall be deemed agents of the County for purposes of determining professional liability for acts rising out of the performance of this Contract. Such professional liability coverage shall be for services performed as specified in the Scope of Work of this Contract. The County, through the Maricopa County Attorney's Office, shall provide the defense and legal representation.

The scope of the County's responsibility to Contractor or Contractor's professional employees or Subcontractors who are duly appointed to the Correctional Health Services psychiatric staff and who provide health care, medical or professional services is governed by the terms of the Maricopa County Self-Insurance Trust, as amended.

Maricopa County, its risk Management Department and its Self-Insurance Trust may defend or settle any claim or suit involving the Contractor, its employees and/or Subcontractors as it deems appropriate and Contractor's consent is not required. However, the County will make reasonable efforts to consult and coordinate with the Contractor or its psychiatric providers prior to making and/or implementing any settlement decision.

3.9 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Dennis Flynn, Correctional Health Services, 602-876-7104

Inquiries may be submitted by telephone but shall be followed up in writing. No oral communication is binding on Maricopa County.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING AN APPLICATION:

Bidders are to provide one (1) original "hard copy" (labeled) and four (4) copies (labeled as copy) of all documents required for response/application. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments shall sign bids.**

ALSO REVIEW SECTION 2.12, WHAT TO SUBMIT....., TO ENSURE FULL COMPLIANCE. APPLICATIONS WHICH ARE NOT COMPLETE MAY BE DEEMED NONRESPONSIVE AND NOT ELEGIBLE FOR CONTRACT AWARD.

M. AKRAM BHATTI MD, 3435 E DESERT WILLOW RD, PHOENIX, AZ 85044

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES __X__ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ____ YES NO __X__

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? _____ YES __X__ NO

INTERNET ORDERING CAPABILITY: ____ YES __X__ NO ____% DISCOUNT

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Licensed Psychiatrist

Clinical Rate

\$ 87.50

Terms: NET 10

Vendor Number: W000004178 X

Telephone Number: 480/759-6772

Fax Number: 602/278-2488

E-mail Address: makrambhatti@msn.com

Contract Period: To cover the period ending **August 31, 2008.**

LEONARDO GARCIA-BUNUEL, 437 E. MARIGOLD LANE, TEMPE, AZ 85281

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____X__NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ____YES NO _X_

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? _____YES ____X____NO

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Licensed Psychiatrist

Clinical Rate	<u>\$ 87.50</u>
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Terms: NET 15

Vendor Number: W000003895 X

Telephone Number: 480/990-7757

E-mail Address: leonardo1936@cox.net

Contract Period: To cover the period ending **August 31, 2008.**

ANTONIO CARR, 12664 W. EL NIDO COURT, LITCHFIELD PARK, AZ 85340
5039 N. 86TH AVENUE, GLENDALE, AZ 85305

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP
 WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Medical Resident (Psychiatry)

Clinical Rate	<u>\$ 72.00/hr</u>
On-Call Rate	<u>\$ 10.00/hr</u>

Terms: NET 30

Vendor Number: W000000357 X

Telephone Number: 602/448-6627

Fax Number: 602/239-6988

E-mail Address: acecarr33@msn.com

Contract Period: To cover the period ending **August 31, 2008.**

ANDREW PARKER, 6950 N. 79TH STREET, SCOTTSDALE, AZ 85250

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES __X__ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ____ YES NO __X__

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Licensed Psychiatrist

Clinical Rate

\$ 80.00

Terms:

NET 30

Vendor Number:

W000002666 X

Telephone Number:

602/571-6130

E-mail Address:

Andrew_Parker@medprodoctors.com

Contract Period:

To cover the period ending **August 31, 2008.**

ESAD BOSKAILO, 4553 E YUCCA ST, PHOENIX, AZ 85028

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Licensed Psychiatrist

On-Call Rate

\$ 8.50

Terms: NET 10

Vendor Number: W000002634 X

Telephone Number: 602/923-7743

E-mail Address: esadb@cox.net

Contract Period: To cover the period ending **August 31, 2008.**

AWARD EFFECTIVITY DATE 10/01/05

LOCUMTENENS.COM, BETHANN MAHONEY, 3650 MANSELL RD STE 300, ALPHARETTA, GA 30022

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X__ YES _____ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? _____ YES _____ NO _X_

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? _____ YES _____ NO

INTERNET ORDERING CAPABILITY: _____ YES _X_ NO _____ % DISCOUNT

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION	<u>HOURLY RATE</u>
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Psychiatric Services:

Licensed Psychiatrist

Clinical Rate	<u>\$ 120.00</u>
On Call Rate	<u>\$ 140.00</u>

Terms: _____ NET 30

Vendor Number: _____ W000005651 X

Telephone Number: _____ 800/562 8663

Fax Number: _____ 770/643 5797

Contact Person: _____ Allison Savage

E-mail Address: _____ savage@locumtenens.com

Contract Period: _____ To cover the period ending August 31, 2008.

AWARD EFFECTIVITY DATE 10/01/05

AUTHORIZED PSYCHIATRIC PROVIDER Bethann Mahoney, D.O.

CONTRACT CANCELLED EFFECTIVE 12/25/05.

MARKEV, PC, 325 E BLUEBELL LN, TEMPE, AZ 85281

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Licensed Psychiatrist

Clinical Rate	<u>\$ 90.00</u>
On-Call Rate	<u>\$ 10.00</u>

Terms: NET 10

Vendor Number: W000005103 X

Telephone Number: 480/946-9079

Fax Number: 480/421-2749

Contact Person: Kevin Hoffert

E-mail Address: khofaz@cox.net

Contract Period: To cover the period ending **August 31, 2008.**

AWARD EFFECTIVITY DATE 10/01/05

D. RAIKHELKAR, 4591 W FLINT ST, CHANDLER, AZ 85226

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Licensed Psychiatrist

Clinical Rate

\$ 95.00

On-Call

\$ 10.00/hr. Effective 12/15/05

Terms:

NET 30

Vendor Number:

W000005731 X

Telephone Number:

480/785-0936

Fax Number:

480/785-0936

Contact Person:

Dheerendranath Raikhelkar

E-mail Address:

rainkhelkar@aol.com

Contract Period:

To cover the period ending **August 31, 2008.**

AWARD EFFECTIVITY DATE 10/01/05

ROLAND SEGAL, MD, 4950 E AIRE LIBRE AVE, SCOTTSDALE, AZ 85224

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Medical Resident (Psychiatry)

Clinical Rate

\$ 70.00

Terms: NET 10

Vendor Number: W000002965 X

Telephone Number: 602/999-9765

E-mail Address: mdsegal@juno.com

Contract Period: To cover the period ending **August 31, 2008.**

AWARD EFFECTIVITY DATE 10/01/05

INTERACTIVE HEALTH CONCEPTS, P.O. BOX 27467, SCOTTSDALE, AZ 85255

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Licensed Psychiatrist

Clinical Rate

\$ 87.50

Terms: NET 10

Vendor Number: W000003916 X

Telephone Number: 602/673-5341

Fax Number: 602/787-8742

E-mail Address: gmanleymd@aol.com

Contract Period: To cover the period ending **August 31, 2008.**

AWARD EFFECTIVITY DATE 10/27/05

AUTHORIZED PSYCHIATRIC PROVIDER Gloria Manley, M.D.

JC NATIONWIDE, 1150 HAMMOND DRIVE, SUITE A-1200, ATLANTA, GA 30328

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☐ NO ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Licensed Psychiatrist

Clinical Rate	<u>\$ 120.00</u>
On-Call Rate	<u>\$ 10.00</u>

Terms: NET 30

Vendor Number: W000005892 X

Telephone Number: 800/272-2707

Fax Number: 800/936-4562

Contact Person: Randy Weikle

E-mail Address: rweikle@jcnationwide.com

Contract Period: To cover the period ending **August 31, 2008.**

AWARD EFFECTIVITY DATE 11/07/05

AUTHORIZED PSYCHIATRIC PROVIDER: Dr. Leoniso C. Lim REMOVED EFFECTIVE 3/19/06.

AUTHORIZED PSYCHIATRIC PROVIDER: Dr. Arnold L. Kendall

JOHN LEE, 1546 E CAROB DR, CHANDLER, AZ 85249

PRICING SHEET: P080106 B0604641 NIGP 94876

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES NO ☒

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

PRICING SHEET P080106/B0604641/NIGP 94876

1.0 PRICING:

TASK DESCRIPTION

HOURLY RATE

Psychiatric Services:

Medical Resident (Psychiatry)

Clinical Rate	<u>\$ 80.00</u>
On-Call Rate	<u>\$ 10.00</u>

Terms: NET 15

Vendor Number: W000000536 X

Telephone Number: 480-612-5981

Contact Person: John Lee

E-mail Address: joohanses@hotmail.com

Contract Period: To cover the period ending August 31, 2008.

AWARD EFFECTIVITY DATE 9/20/06